

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

IN RE:	)	
ESSA-AISHA A. PURNELL	)	CHAPTER 13
ABDOU R. GUEYE	)	
<b><u>Debtor(s)</u></b>	)	CASE NO. 19-12644 (MDC)
	)	
AMERICAN HONDA FINANCE	)	
CORPORATION d/b/a HONDA FINANCIAL	)	HEARING DATE: <b><u>11-9-21 at 10:30 AM</u></b>
SERVICES, ADMINISTRATOR FOR	)	
HONDA LEASE TRUST	)	
<b><u>Moving Party</u></b>	)	
v.	)	11 U.S.C. 362
	)	
ESSA-AISHA A. PURNELL	)	
ABDOU R. GUEYE	)	
<b><u>Debtor(s)</u></b>	)	
	)	
KENNETH E. WEST	)	
<b><u>Trustee</u></b>	)	

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

Comes now American Honda Finance Corporation d/b/a Honda Financial Services, Administrator for Honda Lease Trust (“Honda”) filing this its Motion For Relief From The Automatic Stay (“Motion”), and in support thereof, would respectfully show:

1. On April 25, 2019, Essa-Aisha A. Purnell and Abdou Gueye filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361 and 362 and 28 U.S.C. 157 and 1334.
3. On September 5, 2018, the Debtor executed a Closed End Vehicle Lease Agreement for the lease of a a 2018 Honda Pilot bearing vehicle identification number 5FNYP6H14JB070749. The Lease was assigned to Honda Lease Trust and the Debtors became indebted to Honda in accordance with the terms of same. Honda Lease Trust is the owner of the vehicle. American Honda Finance Corporation, doing business as Honda Financial Services, is

the administrator of the lease. True copies of the Lease Agreement and Title to the vehicle are annexed hereto as exhibits A and B.

4. The Lease matured on September 5, 2021.

5. The Debtors have failed to either surrender or purchase the vehicle.

6. The Debtors account is past due for the payment of October 2021 in the amount of \$395.00.

7. American Honda Finance Corporation alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Honda lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The Lease matured and the Debtors have failed to surrender the vehicle.

Pursuant to the terms of the Lease Agreement, the Debtors must either immediately surrender the vehicle or purchase it in accordance with the terms of the lease-end purchase option.

WHEREFORE PREMISES CONSIDERED, American Honda Finance Corporation respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Honda to permit Honda to seek its statutory and other available remedies; (2) that the stay terminate immediately upon entry of this Order, with a waiver of Fed.R.Bank.P., Rule 4001(a)(3) and (3) Honda be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

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Local Counsel for American Honda Finance Corporation